

shall exceed a height of two stories or 24 feet from the ground level to the top of the building. No mobile home or trailer house of any kind or description shall be erected or placed or allowed to remain on the property except as provided as temporary residence for up to six months during periods of construction; upon completion of construction any mobile home or trailer house so used shall immediately be removed from the property.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any of the property until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design, and as to location with respect to topography and finished grade elevation. The exterior construction of all buildings and all grading incidental thereto shall be completed within 12 months from the date of issuance of a building permit as herein provided. All construction and alteration shall comply with the provisions of the following standard codes and their official amendments:

Uniform Building Code, current edition;
International Conference of building officials;
National Plumbing Code, current edition;
National Electrical Code, current edition;
National Fire Protective Association International

and with such State of Wyoming building, safety and health codes as may be applicable to the property. Variance from the terms of such codes, and in substitution of applicable codes may be made only with the written approval of the Architectural Committee, hereinafter provided, having been first obtained.

3. BUILDING PERMIT: No building, structure, sign, fence or improvement of any kind shall be erected, altered, placed or permitted to remain on any of the property until the plans and specifications therefore, including plot plans, have been approved

in writing and a building permit issued therefore as provided by the Architectural Control Committee.

4. THE ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee hereinafter constituted shall have the following duties and authority:

Approve plans and specifications, including plot plans, as being in conformity with the terms and conditions hereof and to issue building permits therefor; to grant variances of and make substitutions for building codes as provided herein and authorize variances of the terms hereof where necessary and not injurious to the adjacent property owners; authorize removal of trees; authorize the use of a temporary residence during construction as herein provided, and to enforce the terms hereof by appropriate legal action. A building permit granted by the Architectural Control Committee shall be conclusive evidence of the compliance with the terms hereof for the construction, improvement, alteration and use by the permit.

5. BUILDING LOCATION: No building shall be located on any of the property nearer than twenty-five (25) feet from the property or easement lines. For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on property owned by one party to encroach upon property owned by another. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer the property line than set-forth herein.

6. UTILITIES: All utilities, service lines and fuel storage tanks shall be buried or enclosed. No rubbish, debris, ashes or trash of any kind shall be placed or permitted to accumulate upon the property of any party which is subject to these Restrictive Covenants. Service shall be screened from public view.

7. PROPERTY AREA RESTRICTIONS: Any property subject to these restrictive covenants shall not be sold in a parcel containing a land area less than two and one-quarter acres.

8. SIGNS: No signs of any kind or character shall be displayed to the public view on any of the property, except:

- a. A sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed a surface area of six (6) square feet.
- b. A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding two (2) square feet.
- c. Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence, and away from the vision of the passing motorists.

9. EXCAVATION AND MINING PROHIBITED: No excavation for stone, sand, gravel or earth shall be made on any part of the land subject to these covenants, except such excavation as may be necessary in connection with the erection of approved improvements thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted on any lot or tract.

10. FENCES: No fences may be erected on any property except a pole-type fence. No hedge of any type will be permitted over six (6) feet in height, no other fences, hedges or walls shall be erected or maintained except to screen the service area, patio, swimming pools or other improvements directly related to the main structure which may be constructed upon said premises, and all such fences shall be limited to the materials prescribed for buildings herein and shall be a maximum of eight (8) feet in height, and must fall, if related to the main structure, as aforesaid, within the set-back limits prescribed for such main structure hereinafter.

11. REMOVAL OF TREES: Except as is necessary for the construction of approved improvements in accordance with the terms

hereof, native trees shall not be removed from the premises to which these Covenants shall apply.

12. NUISANCES. No noxious or offensive activities shall be carried on upon any of the property subject to these Covenants, nor shall anything be done thereon which may become an annoyance or nuisance to other property owners on land subject to these Restrictive Covenants.

13. LIVESTOCK, Livestock as may be kept on any lot or tract shall be so cared for as not to constitute a nuisance.

14. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of: Bill Ashley, Peter Karns, Bob Koedt and Gordon Graham, and each of the above named members shall serve for a term of five years, or until his successor shall be elected. In the event that any member of the Architectural Control Committee shall become deceased, fail or refuse to act or otherwise resign his office, then in such an event, his successor may be appointed by the three remaining committeemen. Thirty days prior to the expiration of the term of office of the committee hereby appointed, said committee shall cause to be issued to each and every record owner of the property subject to these covenants, notice of the expiration of the committees' term of office and within fifteen days thereafter said record land owner shall nominate and vote for four persons to serve upon said Architectural Committee during the ensuing term, and the four persons who shall receive the most numerous votes, shall be the committee men for the ensuing term. Each record land owner of the land subject to these Covenants shall have one vote for each two and one-quarter acres owned by him. In the case of multiple owners of a single tract, then in such event, the number of votes which the entire tract may authorize shall be equally divided between and cast by individually, each of such multiple owners.

STATE OF WYOMING)
 : SS.
COUNTY OF TETON)

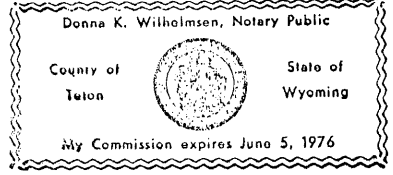
The foregoing instrument was acknowledged before me by Elizabeth K. Hecht, this 6th day of July, 1972.
witness my hand and official seal.

Donna K. Wilhelmsen
Notary Public

My commission expires June 5, 1976.
County of Teton State of Wyoming
My Commission expires June 5, 1976

STATE OF WYOMING)
 : SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Glenn Napierskie this 14 day of July, 1972.



Donna K. Wilhelmsen
Notary Public

My commission expires _____.

STATE OF WYOMING)
 : SS
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Gilman Ordway this 6th day of July, 1972.
Witness my hand and official seal.

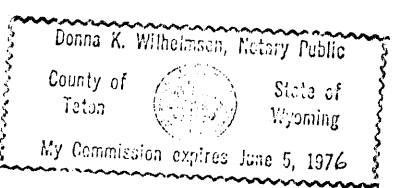
Donna K. Wilhelmsen
Notary Public

My commission expires June 5, 1976.
County of Teton State of Wyoming
My Commission expires June 5, 1976

STATE OF WYOMING)
 : SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by William E. Meckem and Lorraine W. Meckem, this 29th day of June, 1972.

Witness my hand and official seal.



Donna K. Wilhelmsen
Notary Public

My commission expires June 5, 1976.



100

8